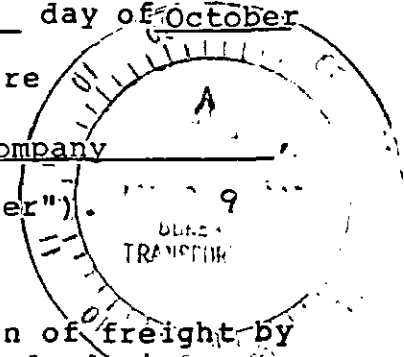


A-111410
pm
11/1094

CONTRACT CARRIER'S TRUCKING CONTRACT

MASTER CONTRACT

This agreement is entered into this 9th day of October 19 92 between GRINNELL CORPORATION, a Delaware corporation ("Shipper") and Lester Fellows Company a New Jersey corporation ("Carrier").



RECITALS

Carrier is engaged in the transportation of freight by motor vehicle as a contract carrier, and desires to transport goods of Shipper or any of Shipper's affiliated companies pursuant to Section 12 hereto. To facilitate such transportation and for convenience in handling such transactions and agreeing to the terms and conditions of such transportation, the parties have agreed to the terms and conditions under which all of such transportation shall be made as hereinafter set forth.

NOW THEREFORE, in consideration of the premises and the mutual promises and conditions herein contained, it is hereby agreed as follows:

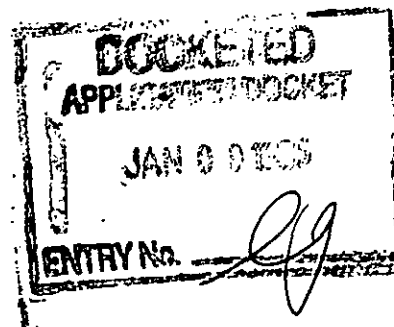
1. GENERAL PROVISIONS:

Attached hereto and expressly made a part hereof are various addenda. Subsequent to the execution hereof by Shipper and Carrier further addenda may be added hereto and shall also become a part hereof as of the date of execution of any such addendum. Each addendum shall be executed by an Authorized Officer of each party and contain at least the following information:

a) The points of origin and destination of shipments and reference to Carrier's authority from the Interstate Commerce Commission or the appropriate state agency with respect to the shipments covered by such addendum;

CMNCC-1

**DOCUMENT
FOLDER**



(b) the minimum annual tonnage (on a calendar year basis) which Shipper shall tender to Carrier;

(c) Carrier's compensation, which shall be incorporated into the addendum by reference to Carrier's applicable schedule.

(d) The amount of equipment to be dedicated or a description of the special services to be provided.

All shipments shall be made subject to the applicable addendum. In addition to the minimum annual tonnage, Carrier, subject to availability and loading capacity of its trucks, shall transport such additional freight as may be tendered by Shipper.

2. EQUIPMENT/PERSONNEL:

All equipment provided by Carrier shall be in first-class operating condition and shall comply with standards of the Federal Department of Transportation and all State regulatory agencies as required for transporting the goods of Shipper, tendered pursuant to this Contract. Personnel, whether employees of Carrier or independent contractors retained by Carrier shall be thoroughly trained by Carrier in their duties and possess any and all licenses, permits, etc. required by law or regulations of any state or federal agency.

3. RECEIPT FOR GOODS:

Upon receipt from Shipper of such quantities of Shipper's freight as may be tendered to Carrier from time to time, Carrier shall furnish Shipper with a written receipt therefor, which receipt shall be prima facie evidence of receipt of such goods in good order and condition, unless otherwise noted upon the face of such receipt.

4. DELIVERY OF GOODS:

(a) Upon receipt of the goods of the Shipper (whether direct from Shipper or from third person), Carrier shall transport and carry such goods without delay and deliver them in like good order and condition to the consignees at the destination directed by Shipper, and shall secure delivery receipts, properly signed and dated covering such goods.

(b) Carrier shall be liable for and shall indemnify and save harmless Shipper from and against any and all loss, costs, damage or expense which Shipper may sustain or incur because of Carrier's failure to timely deliver the goods of Shipper or because of any loss or damage to such goods which may occur between the time of receipt of such goods by Carrier and their delivery by Carrier to any consignee at the destination directed by Shipper; provided, however, that Carrier shall not be liable for and shall not be obligated to indemnify Shipper for any failure to deliver goods received by Carrier where such failure to deliver is due to war, conditions of war, strikes, lock-outs, fire, floods, cyclones, or any other similar causes.

5. DAMAGE TO CARRIER'S EQUIPMENT:

Shipper shall not be liable to Carrier for any damage sustained by or to Carrier's equipment or for loss by confiscation or seizure of Carrier's equipment by any public authority.

6. CARRIER AS INDEPENDENT CONTRACTOR:

It is understood that:

(a) Carrier is an independent contractor and neither Carrier nor Carrier's employees and agents shall be deemed to be employees of Shipper;

(b) Carrier shall employ all persons operating tractors, trailers and handling equipment hereunder, and Carrier shall provide, where required by law, Workmen's Compensation insurance;

(c) Carrier shall be fully responsible for payment of all State and Federal taxes for unemployment insurance, old age pensions or under any social security law or laws, as to all employees engaged in the performance of this contract; and Carrier shall indemnify and save harmless Shipper, its successors and assigns, from and against all liability by reason of Carrier's failure to do so.

(d) Carrier, at all times, shall comply with all applicable laws and all rules and regulations of any public agency, Federal or state, in effect from time to time, which may be binding or obligatory on either party hereto, and Carrier shall indemnify and save harmless Shipper from and against all liability by reason of Carrier's failure to do so. Without restricting the foregoing obligations of Carrier in any way, the parties hereto agree that Carrier's personnel shall be familiar with and abide by all rules and regulations of the Federal Department of Transportation; the Federal Environmental Protection Agency; all State

Environmental Protection agencies and State Departments of Transportation in and through which Shipper's freight shall be transported by Carrier. All drivers who operate the equipment carrying Shipper's freight, as well as all other Carrier's personnel who are involved in the handling and movement of Shipper's freight, shall be properly trained, qualified and competent to perform the duties required of them to properly load, secure and transport the Shipper's freight. When Shipper's freight is to be delivered by Carrier to a disposal site, Carrier shall make such delivery only to properly approved disposal sites for the type of material being transported for disposal.

7. SHIPMENTS COVERED:

All freight transported by Carrier for Shipper during the period of this Contract, whether received directly from Shipper or from third party, shall be transported by Carrier subject to the terms and conditions of this Contract. In the event a standard Bill of Lading is issued on a shipment tendered to Carrier by Shipper and there is conflict between the terms and conditions of said Bill of Lading and the terms and conditions of this Contract, the terms and conditions of this Contract and not those of the Bill of Lading, shall apply.

8. INSURANCE:

(a) Carrier shall indemnify, defend and save harmless Shipper from and against any and all losses, damages, claims, demands, costs, expenses, suits and liabilities (including reasonable attorney's fees) that arise from:

1. injuries or death to persons or damage to property caused by Carrier's acts or omission to act, or the acts or omissions to act of those persons furnished by Carrier, or in any way arising out of the performance of this contract by Carrier;

2. assertions or claims under Workers' Compensation or similar acts made by persons furnished by Carrier or of Carrier's subcontractors;

3. loss of or damage to goods for which Carrier is liable under this contract; or

4. any failure by Carrier to perform any of Carrier's obligations under this clause.

(b) Carrier, at its own expense, shall maintain during the term of this contract the following insurance policies:

1. Worker's Compensation insurance prescribed by applicable law;

2. Employers' Liability insurance with limits of at least \$100,000 for each accident;

3. Comprehensive Auto Liability insurance with limits of at least \$1,000,000 for bodily injury, including death, to any one person and \$1,000,000 for each occurrence of property damage.

4. Comprehensive General Liability insurance including Contractual Liability Coverage covering the contractual obligations accepted under this clause, with limits of at least \$1,000,000 for each occurrence of bodily injury, including death, and \$1,000,000 for each occurrence of property damage.

5. Usual form of "all risk" Motor Truck Cargo insurance, including theft, with limits of at least \$100,000. Parties agree that Carrier's degree of liability for loss and damage to cargo will be no less than the degree of liability that would apply if the same commodities were tendered by Shipper to Carrier for transportation as a common carrier.

(c) All such insurance described in clauses (b)1, (b)2, (b)3, and (b)4 above shall name Shipper as a named additional insured. Carrier will provide a waiver of subrogation against Shipper for insurance described in #1 above.

(d) Carrier shall provide certificates of insurance and any other documentation Shipper may request evidencing the foregoing insurance is in effect.

9. TERM

This Contract cancels and supplants any and all other written or oral agreements and understandings for trucking between Carrier, on the one hand, and Shipper, on the other hand. This Contract shall remain in full force and effect for 2 years from date of execution and for successive periods of one calendar year each year thereafter, provided however, that either party shall have the right to terminate this Contract for any reason and at any time after the first year, by the giving of notice, in writing to the other party, by certified or registered mail, postage prepaid, at least 30 days prior to the date of termination.

10. CLAIMS:

The provisions contained in 49 C.F.R. 1005, as set forth in the attached Exhibit, shall govern the processing of claims for loss, damage, injury or delay to property and the processing of salvage.

11. Miscellaneous:

(a) Any notice given hereunder shall be in writing and shall be delivered by registered or certified mail, return receipt requested, as follows:

To Shipper:

Anthony M. Santone, Vice President-Transportation
16100 South Lathrop Avenue
Harvey, IL 60426

To Carrier:

George Reinhard, Jr.
Lester Fellows Company
P.O. Box 586
Burlington, NJ

or to such other address as a party may designate by like notice to the other.

(b) This Contract shall not be altered except to the extent provided in Paragraph 1 hereof, or in writing endorsed hereon and signed by an authorized officer of each party.

(c) This Contract shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

d). The provisions contained herein will not result in an adverse effect on the quality of the human environment.

12. ADDITIONAL PARTIES:

The terms of this contract shall enure to the benefit of Grinnell Corporation, as well as its wholly owned subsidiary corporations, divisions and its parent company, and its parent company's subsidiaries and divisions, all of which are hereinafter described as "affiliated companies".

IN WITNESS WHEREOF, the parties have signed this Contract as of the date first above written.

Lester Fellows Company
(CARRIER)
George Reinhard
(Signature)
Vice President
(Title)
10/14/92
(Date)

Allied Tube & Conduit
(SHIPPER)
[Signature]
(Signature)
Manager - Traffic
(Title)
10/9/92
(Date)

GRINNELL CORPORATION
[Signature]
(Signature)
Vice President/Transp.
(Title)
10/15/92
(Date)

Addendum # 1 to Contract Carrier's Trucking

Contract between GRINNELL CORPORATION , as Shipper, and

Lester Fellows Company , as Carrier.

1. "Affiliated Companies" of Shipper are Accurate Forming-Div. of Ludlow, Allied Tube & Conduit, Ansul Fire Protection Co., Anvil Products, Inc., Armin Corp., Atlantic Coast Electronics, Canvil, Ltd., Gem Sprinkler Co., Grinnell Fire Protection Systems, Hersey Products Co., Ludlow Corp., Mueller Co., Simplex Wire & Cable, Twitchell Co., Tyco Engineering Systems, Tyco Laboratories, and Tyco Printed Circuit Group.

2. Carrier will provide transportation under this agreement between points in the United States where the Carrier is authorized to provide Direct Service under Permit No. 29698 Sub 1 issued by the Interstate Commerce Commission.

3. Carrier will provide transportation on an Intra-State basis within the states of N/A

under the following authorities : _____

4. Carrier agrees to dedicate "dropped" trailers for Shipper's exclusive use as may be required by shipper. Shipper agrees to tender to Carrier a series of shipments totaling no less than 100 tons of freight during the term of this agreement.

5. Shipments transported under this contract are subject to rules and regulations as published in Rules Tariff No. 1005.

6. Interstate freight rates are subject to the Pricing Summary as shown in Appendix A, A-1, A-2, etc.

7. Intrastate freight rates are subject to the Pricing Summary as shown in Appendix B, B-1, B-2, etc.

8. Rates and charges will apply only to Inbound Collect and Outbound Prepaid shipments.

9. Pricing as stated on Appendix A and B is based on rates in effect on 10/9/92.

10. "Spot" quotations or "Verbal" quotations must be acknowledged in writing or via facsimile transmission within five (5) days. A copy must be sent to each location from/to which rates apply. The original signature copy must be sent to the parties named below for execution.

11. If any "affiliated company" has lower contract or common carrier prices than those referenced to in this Agreement, in effect on the date of this Agreement, such lower pricing will be incorporated into this Agreement by Addendum and all prior contracts or tariffs containing such rates will be cancelled.

12. During the first year of this Agreement, charges to Shipper shall not be increased. During the second and each succeeding year of this Agreement, rates may be increased subject to agreement of the parties; but in no case shall the % of annual increases exceed the % increase in the Producer Price Index over the prior year as compiled by the Bureau of Labor Statistics, U. S. Department of Labor.

Lester Fellows Company
(CARRIER)
George Reinhard
(Signature)
Vice President
(Title)
10/14/92
(Date)

Allied Tube & Conduit
(SHIPPER)
[Signature]
(Signature)
Manager - Traffic
(Title)
10/9/92
(Date)

GRINNELL CORPORATION
[Signature]
(Signature)
Vice President/Transp.
(Title)
10/15/92
(Date)

APPENDIX: A6

EFFECTIVE: 10-9-92

SHIPPER: ALLIED TUBE & CONDUIT

CARRIER: LESTER FELLOWS CO.

[Signature]
George Lindhart, V.P.

FREIGHT RATE SCHEDULE: 1) RATE PER TRUCKLOAD
2) FREIGHT ALL KINDS IN STRAIGHT OR MIXED SHIPMENTS
3) RATES ARE SUBJECT TO SHIPPER LOAD AND
CONSIGNEE UNLOAD

BETWEEN: PHILADELPHIA, PA

AND: POINTS IN NY [FIVE BOROUGHS ONLY]

MILES	RATE
100 - UP	\$450.00 NOTE 3

NOTE 1 WEIGHT IN EXCESS OF 46,000# WILL BE CHARGED AT A RATE OF \$.02 PER
LOADED MILE FOR EACH 1,000# OR FRACTION THEREOF.
NOTE 2 STOPOFF CHARGE \$45.00
NOTE 3 UNION DRIVER REQUIRED

TRAILER LOADING AGREEMENT

AGREEMENT made this 11 day of Feb., 1994 by and between LESTER FELLOWS TRUCKING, INC. a NEW JERSEY corporation, with offices at PEARL AND TATHAM STREET, BURLINGTON, NJ and Allied Tube & Conduit Corporation, a Delaware corporation, with offices at 11500 Norcom Road, Philadelphia, PA 19154 ("Allied").

WHEREAS FELLOWS is engaged in motor carrier transportation for Allied; and

WHEREAS Allied uses the related transportation services of FELLOWS; and

WHEREAS for the mutual convenience of FELLOWS and Allied, Allied proposes to load the trailers of FELLOWS at Allied's premises as part and as a continuation of the transaction which includes dropping of empty flat bed trailers by FELLOWS for loading by Allied at Allied's convenience.

NOW, THEREFORE, it is mutually agreed by and between Allied and LESTER FELLOWS as follows:

- (1) As mutually agreed to from time to time by and between Allied and FELLOWS in conjunction with a tender of traffic for transportation from Allied to FELLOWS, FELLOWS shall, at the request of Allied, leave trailers at Allied's place of business for loading by Allied.

- (2) Allied agrees to load FELLOWS trailers as part of Allied's tender of property to FELLOWS for transportation and services. Allied shall use its best efforts to load the trailers in accordance with generally accepted industrial loading practices.
- (3) Allied will transfer loaded trailers to FELLOWS at a mutually agreed upon pick-up area for tender.
- (4) Upon receipt and acceptance of a loaded trailer from Allied, FELLOWS shall issue to Allied an appropriate mutually agreed upon form of receipt.
- (5) FELLOWS shall at all times continue to be responsible for checking loaded trailers in order to insure that they have been safely and properly loaded.
- (6) FELLOWS agrees to defend, indemnify and hold Allied, its officers, agents, employees, subsidiaries, parent and affiliated companies harmless from and against any and all damages, claims, judgments, lawsuits, losses, liabilities, expenses or costs whatsoever arising from or in any way connected to any damages, injuries or losses including death to persons or property alleged to be caused by or in any way connected with FELLOWS operation or handling of the trailers following the receipt of the trailers by

FELLOWS except where due solely to the acts, omissions to act, or negligence of Allied.

- (7) Allied agrees to return any trailers entrusted to Allied by FELLOWS in the same condition as received exclusive of normal wear and tear or any damage due to acts of God or the elements or any cause beyond Allied's reasonable control.
- Notwithstanding any language to the contrary herein, Allied shall not be responsible or liable to

FELLOWS for the theft of the trailer or the trailer equipment.

- (8) This Agreement may be terminated at any time by either Allied or FELLOWS upon thirty (30) days advance written notice to the other party.
- (9) All notices whether required or permitted under this Agreement shall be sent first class mail postage prepaid to the parties at the following addresses or to such other address as may be designated from time to time in writing.

Allied:

Allied Tube & Conduit Corporation
11500 Norcom Road
Philadelphia, PA
Attn: Plant Manager

cc: Allied Tube & Conduit Corporation
16100 S. Lathrop Avenue
Harvey, IL 60426
Attn: Vice President-Transportation

Hauler:

LESTER FELLOWS TRUCKING
 (Name)
PEARL AND TATHAM STREETS
 (Address)
BURLINGTON, NJ 08016
 (City, State, Zip)

- (10) This Agreement represents the entire Agreement between Allied and FELLOWS and there are no other understandings, representations, or agreements other than those set forth herein.
- (11) This Agreement may only be amended from time to time if agreed to in writing by and between FELLOWS and Allied.
- (12) This Agreement shall be construed and interpreted solely according to the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties have signed and sealed this Agreement on the date and year first appearing above.

LESTER FELLOWS TRUCKING

By George W. Reinhard
 Signature
George W. Reinhard
 Printed Name
 its Vice President
 Title
Stephanie Lopez
 Attest

ALLIED TUBE & CONDUIT CORPORATION

By Anthony M. Santone
 Signature
ANTHONY M. SANTONE
 Printed Name
VICE-PRESIDENT - TRANSPORTATION
 Title
ANTHONY M. SANTONE
 Title

 Attest

STATE OF N.J.
COUNTY OF Burlington

I, Jay Rhawn, a Notary Public in and for said County in said State, hereby certify and that George W. Reinhard, whose name as Vice President of Lester Fellows Co., Inc., a Trucking corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 11th day of February, 1994

Jay Rhawn
Notary Public **JAY D. RHAWN**
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 1, 1998

STATE OF ILLINOIS
COUNTY OF COOK

I, Judith Manos, a Notary Public in and for said County in said State, hereby certify that Anthony M. Santone, whose name as VP/Transportation of Allied Tube & Conduit Corporation, a Delaware corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 23rd day of February, 1994.

Judith Manos
Notary Public



APPENDIX: A5

EFFECTIVE 2-11-94

SHIPPER: ALLIED TUBE & CONDUIT

CARRIER: LESTER FELLOWS CO.

[Handwritten Signature]
[Handwritten Signature]

FREIGHT RATE SCHEDULE: 1) RATES IN CENTS PER TRUCKLOAD
2) FREIGHT ALL KINDS IN STRAIGHT OR MIXED SHIPMENTS
3) RATES ARE SUBJECT TO SHIPPER LOAD AND
CONSIGNEE UNLOAD

BETWEEN: PHILADELPHIA, PA

AND: POINTS IN NJ

MILES	RATE
0-UP	\$375.00 NOTE 3

NOTE 1 WEIGHT IN EXCESS OF 46,000# WILL BE CHARGED AT A RATE OF \$.02 PER LOADED MILE FOR EACH 1,000# OR FRACTION THEREOF.

NOTE 2 STOPOFF CHARGE \$45.00

NOTE 3 APPLIES TO POINTS ON AND NORTH OF ROUTE 195



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
P.O. BOX 3265, HARRISBURG, PA 17105-3265

IN REPLY PLEASE
REFER TO OUR FILE

LDA

January 10, 1995

LESTER FELLOWS COMPAPNY
TATHUM & EAST PEARL STREETS
BURLINGTON NJ 08016

RECEIVED
95 JAN 13 AM 9:43
PA. P. U. C.
INFO. CONTROL DIV.

In re: A-00111410 - Application of Lester Fellows Company, T-954*

Gentlemen:

We have received the bilateral contract submitted in compliance with the Commission's order adopted at the public meeting of November 10, 1995.

A review of the contract finds that it is in compliance with Commission Regulations, as set forth at 52 Pa. Code s31.45, and is acceptable for filing.

Very truly yours,

Tim Zeigler
Application Review Section
Bureau of Transportation & Safety

cc: E. Ditzler
Tariff Section
Document Folder

TZ:lg

DOCUMENT
FOLDER

DOCKETED
APPLICATION DOCKET
JAN 12 1995
ENTRY No.